

MORTGAGOR NAME & ADDRESS: Daniel Koller, Jeanne Ross and Parminder Nagra
c/o Christian Hearn, Attorney
515 Main Street, Ashland, Oregon 97520

MORTGAGEE NAME & ADDRESS: Susan L. Teamey
3605 Seutter Place, Klamath Falls, OR 97603

SEND TAX STATEMENTS TO: unchanged

AFTER RECORDING RETURN TO: Neal G. Buchanan, 435 Oak Ave., Klamath Falls, OR 97601

Rt: Davis et al, 515 East Main St, Ashland OR 97520

MODIFICATION OF MORTGAGE OR TRUST DEED

This Agreement made and entered into this 26th day of FEB., 2002, by and between Susan L. Teamey, individually, and Susan L. Teamey, Trustee for Kelly L. Teamey, Kyle B. Teamey, Kipp T. Teamey and Kerry P. Teamey, hereinafter called "First Party" and Daniel Koller, Jeanne Ross and Beldev Nagra, as Personal Representative of the Estate of Parminder Nagra, hereinafter called "Second Party."

On or about the 15th day of June, 1994, Daniel Koller, Jeanne Ross and Parminder Nagra made, executed and delivered a certain Installment Note in the sum of \$140,000.00, together with the mortgator's Trust Deed, hereinafter called the "Security Agreement," securing the note. The Security Agreement was recorded in the Records of Klamath County, Oregon, on the 1st day of July, 1994, at Vol. M94, Page 20489, or as instrument number 83655, reference to which hereby is made;

The First Party currently is the owner and holder of said Note and Security Agreement.

There has arisen a dispute with reference to the appropriate legal description for the property described in the said Trust Deed, such that modification of the said legal description is required. Both parties are willing to so modify the legal description as hereinafter set forth.

NOW, THEREFORE, for and in consideration of settlement and compromise of that certain Klamath County Circuit Court Case No. 0001748CV, the parties agree that the aforementioned Trust Deed shall be modified such that the legal description set forth thereon (and the real property affected thereby) shall be and is described as:

"The Southerly 73.87 feet of Lots 19, 20, 21 and 22, Block 1, ST. FRANCIS PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon"

Excepting insofar of the within modification changes the legal description of the referenced Trust Deed, all remaining provisions of the Installment Note secured by Trust Deed shall remain in full force and effect.

In construing this document, it is understood that any party may be more than one person. If the context so requires, the singular shall be taken to mean the plural. Generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties hereto have executed this document on the date first above written; if any undersigned party is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

FIRST PARTY:

SECOND PARTY:

Susan L. Teamey Daniel Koller
Susan L. Teamey Daniel Koller

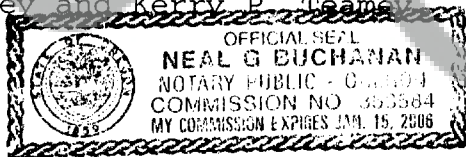
Susan L. Teamey Jeanne Ross
Susan L. Teamey, Trustee for Jeanne Ross
Kelly L. Teamey, Kyle B. Teamey,
Kipp T. Teamey and Kerry P. Teamey

Estate of Parminder Nagra

by Beldev Nagra
Beldev Nagra
Personal Representative

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 26th day of February, 2002, by Susan L. Teamey, individually, and Susan L. Teamey as Trustee for Kelly L. Teamey, Kyle B. Teamey, Kipp T. Teamey and Kerry P. Teamey.



Neal G. Buchanan
NOTARY PUBLIC FOR OREGON

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